



**AIDS Calgary Awareness Association
Fund Raising Event Agreement**

THIS AGREEMENT made as of the _____ day of _____, _____ (year).

BETWEEN:

AIDS Calgary Awareness Association (hereinafter referred to as “AIDS Calgary”), a charitable society incorporated under the laws of Alberta

OF THE FIRST PART

— and —

Bus. Phone:
Fax Phone:

(hereinafter referred to as the “Host”)

OF THE SECOND PART

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Description of Proposed Fund-Raising

The parties agree that commencing on the _____ day of _____, _____ (year) and terminating on the _____ day of _____, the following event will take place in Calgary, Alberta, for the purpose of raising money for AIDS Calgary:
(which event or events are hereinafter collectively referred to as the “event”).

2. Responsibility of Host

The Host agrees to:

3. AIDS Calgary Involvement

AIDS Calgary agrees to assist as follows:

4. Promotion

The parties agree that promotion will be carried out in the following manner:

The parties further agree that all advertising, media releases, or any mention of the event in any form either before or after the event must be approved in advance by AIDS Calgary.

Thanks and Recognition for Third Party Fund-raising will be given after the financial matters have been resolved

5. Division of Proceeds

The proceeds of the event shall be defined as:

AIDS Calgary shall be entitled to the total proceeds generated by the event (or as detailed above); however, reasonable and direct expenses encountered by the Host may be deducted from the proceeds, pending approval by AIDS Calgary.

6. Accounting and Delivery of Proceeds

The Host shall maintain a separate, accurate and up-to-date record showing moneys received and disbursed in connection with the event, and the purpose of such disbursements. The record shall be kept in a place convenient for AIDS Calgary, and AIDS Calgary shall have access to and the right to examine the record at any and at all reasonable times. The Host shall forthwith on request give to AIDS Calgary all information requested relating to moneys received and disbursed in connection with the event.

The Host shall maintain the moneys received from or in connection with the event, separate and apart from its own funds. Fourteen (14) days following the conclusion of the event, the Host shall deliver to AIDS Calgary a copy of the record together with a cheque for AIDS Calgary's portion of the proceeds from the event.

Recognition will be published upon receipt of proceeds

7. Financial Loss

The Host agrees that if the event loses money, AIDS Calgary shall not be liable for any part of the loss.

8. Release and Indemnity

The Host hereby releases AIDS Calgary from all actions, causes of action, claims and demands for damages, loss or injury which the Host may have or acquire at any time against AIDS Calgary in connection with the event, however arising.

The Host further agrees to indemnify and forever save AIDS Calgary harmless from and against any and all actions, causes of actions, claims, damages, losses, expenses, costs (including legal fees), charges and liabilities, arising out of or in connection with the management and holding of the event by the Host.

9. Accessibility to Persons living with HIV/AIDS

The parties agree that persons living with HIV/AIDS will not be prevented from attending or participating in the event as a consequence of their health status.

10. Termination of Agreement

Either party may withdraw from this agreement upon written notice delivered to the other party not less than thirty (30) days before the event is to occur, or at any time upon the mutual agreement of the parties. Such notice shall be delivered as follows:

As to AIDS Calgary:

AIDS Calgary
Suite 200, 1509 - Centre Street South
Calgary, Alberta
T2G 2E6

Attention: Cameron Zinger, Special Event Coordinator

As to the Host:

11. Status of the Parties

The parties acknowledge and agree that AIDS Calgary shall be the beneficiary and not the sponsor of the event which is to be managed and held by the Host. The parties further agree that nothing in this agreement shall give either party the authority, expressed or implied, to bind the other to any obligation whatsoever.

12. Assignment

Neither party hereto may assign any of its interests in this agreement without prior consent of the other party.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

AIDS Calgary

Per:

Signature: _____

Per:

Signature: _____